

EXCHANGE SERVICE AREA MAP

BASE RATE AREA AND
ZONE RATE AREA MAP



- ZONE RATE AREA BOUNDARY
- BASE RATE AREA BOUNDARY
- EXCHANGE SERVICE AREA BOUNDARY

----- COUNTY LINE

ISSUED DECEMBER 21, 1978

EFFECTIVE JANUARY 21, 1979

VICE PRESIDENT - MISSISSIPPI
JACKSON, MISSISSIPPI

42

August 6, 1970 (g-11-70)

LICENSE AGREEMENT
FOR
POLE ATTACHMENTS

THIS AGREEMENT made this 11th day of December, 19 86, between SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in the City of Birmingham, Alabama, hereinafter called **Licensor**, and Sammons Communications, Inc. hereinafter called Licensee.

WITNESSETH:

WHEREAS, licensee now proposes to furnish certain communications services in ~~Mississippi~~, Mississippi as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Licensee will need to place and maintain aerial cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of **Licensor**; and

WHEREAS, **Licensor** is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on **Licensor's** poles where reasonable available and where such use will not interfere with **Licensor's** service requirements, or the use of **Licensor's** facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

Licensor's "poles" mean poles owned by **Licensor**.

"Anchor" means an anchor owned by **Licensor** which is a device to reinforce the pole to which it is attached by a guy wire.

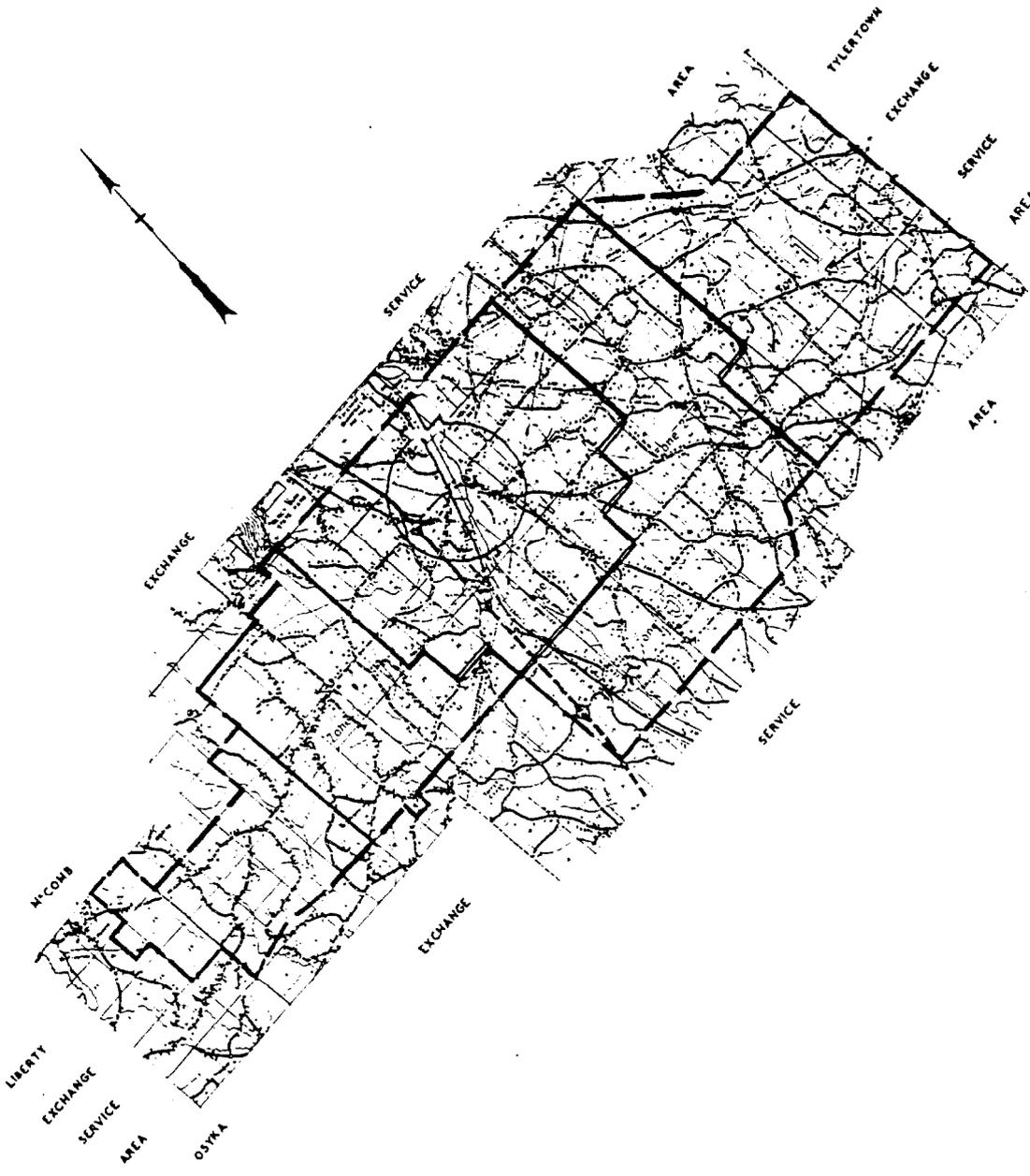
The term "joint-use arrangement" shall be construed to mean an arrangement whereby each party to an agreement owns poles and have agreed that the other party has the right to attach to and occupy space upon the poles owned by it.

Exhibit A

SOUTH CENTRAL BELL
TELEPHONE COMPANY

MAGNOLIA, MISS.
EIGHTH REVISED SHEET
CANCELS SEVENTH REVISED SHEET

EXCHANGE SERVICE AREA MAP
BASE RATE AREA AND
ZONE RATE AREA MAP



SCALE IN FEET

COUNTY LINE

BASE RATE AREA BOUNDARY

EXCHANGE SERVICE AREA BOUNDARY

ISSUED JUNE 7, 1985

EFFECTIVE JULY 7, 1985

VICE PRESIDENT - MISSISSIPPI
JACKSON, MISSISSIPPI

August 6, 1970 (g-11-70)

LICENSE AGREEMENT.
FOR
POLE ATTACHMENTS

THIS AGREEMENT made this 11th day of December, 1986, between SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in the City of Birmingham, Alabama, hereinafter called Licensor, and Sammons Communications, Inc. hereinafter called Licensee.

WITNESSETH:

WHEREAS, licensee now proposes to furnish certain communications services in ~~§~~, Mississippi as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Licensee will need to place and maintain aerial cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on Licensor's poles where reasonable available and where such use will not interfere with Licensor's service requirements, or the use of Licensor's facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

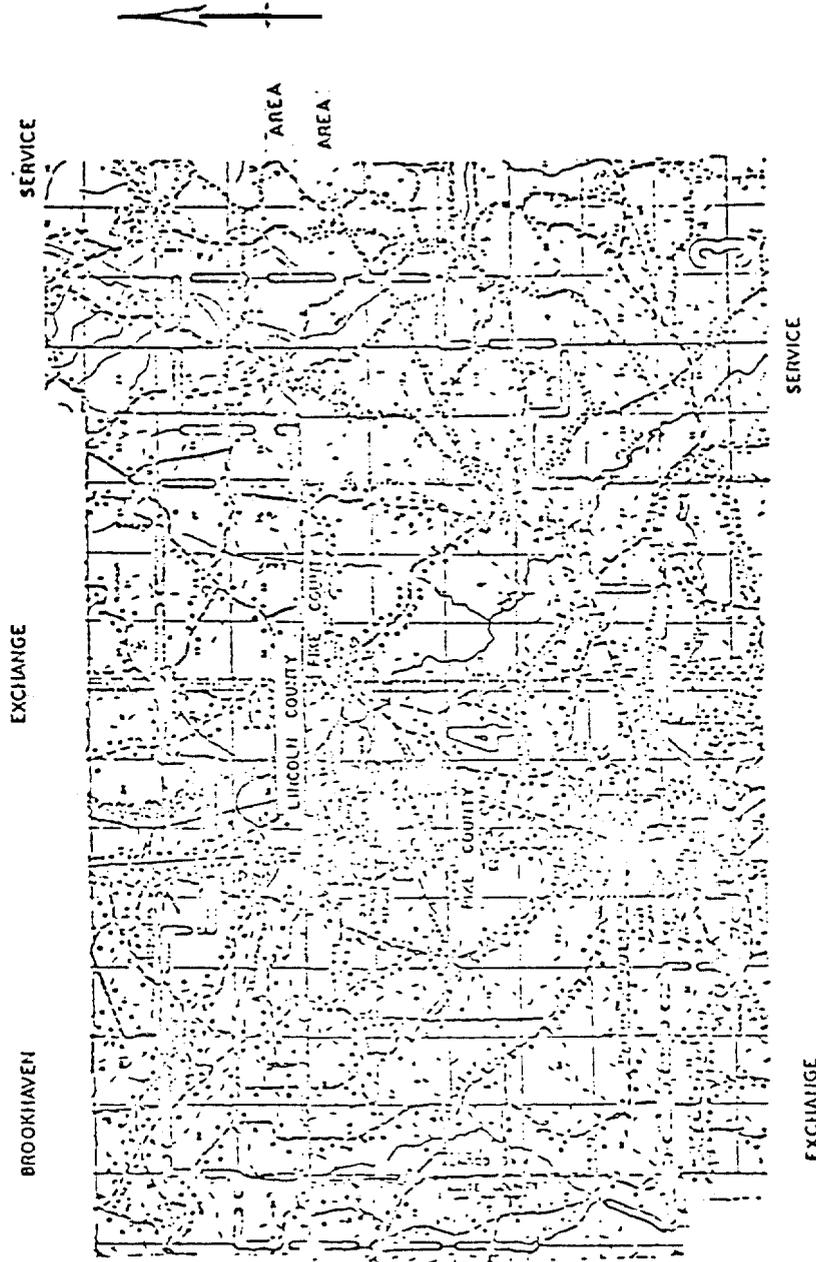
As used in this Agreement:

Licensor's "poles" mean poles owned by Licensor.

"Anchor" means an anchor owned by Licensor which is a device to reinforce the pole to which it is attached by a guy wire.

The term "joint-use arrangement" shall be construed to mean an arrangement whereby each party to an agreement owns poles and have agreed that the other party has the right to attach to and occupy space upon the poles owned by it.

EXCHANGE SERVICE AREA MAP



ISSUED DECEMBER 15, 1964

EFFECTIVE FEBRUARY 15, 1965

BY C. L. LOTT, VICE PRESIDENT & GENERAL MANAGER—MISSISSIPPI
JACKSON, MISSISSIPPI

August 6, 1970 (g-11-70)

LICENSE AGREEMENT
FOR
POLE ATTACHMENTS

THIS AGREEMENT made this 11/16 day of December, 1986 between SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in the City of Birmingham, Alabama, hereinafter called **Licensor**, and Sammons Communications, Inc. hereinafter called Licensee.

WITNESSETH:

WHEREAS, licensee now proposes to furnish certain communications services in [REDACTED] Mississippi as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Licensee will need to place and maintain aerial cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of **Licensor**; and

WHEREAS, **Licensor** is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on **Licensor's** poles where reasonable available and where such use will not interfere with **Licensor's** service requirements, or the use of **Licensor's** facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

Licensor's "poles" mean poles owned by **Licensor**.

"Anchor" means an anchor owned by **Licensor** which is a device to reinforce the pole to which it is attached by a guy wire.

The term "joint-use arrangement" shall be construed to mean an arrangement whereby each party to an agreement owns poles and have agreed that the other party has the right to attach to and occupy space upon the poles owned by it.

ARTICLE II

SCOPE OF AGREEMENT

(a) Subject to the provisions of this Agreement, the **Licensor** will issue to Licensee, for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's cables, equipment and facilities to **Licensor's** poles and anchors within the areas shown on Exhibit A attached hereto, or described above.

(b) No use, however extended, of **Licensor's** poles and anchors or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles and anchors, but Licensee's rights therein shall be and remain a mere License. Nothing herein contained shall be construed to compel **Licensor** to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(c) It is recognized by the Licensee that the **Licensor** has heretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles and anchors covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against **Licensor** with respect to such other agreements and arrangements.

(d) The rights of the Licensee shall at all times be subject to any present or future joint-use arrangement between **Licensor** and any other party regarding use of the facilities covered herein.

ARTICLE III

FEEES AND CHARGES

(a) The Licensee shall pay to **Licensor** the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX 1-P, attached hereto and made part hereof.

(b) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(c) Licensee shall furnish bond or other satisfactory evidence of security in such amount as **Licensor** from time to time may require, in an initial amount of \$5,000.00, but not exceeding \$5,000.00, to guarantee the payment of any sums which may become due to **Licensor** for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provisions or upon termination of any license issued hereunder. This bond requirement may be waived in writing by **Licensor**.

(d) At the expiration of one (1) year from the date of this Agreement, and at the end of every one (1) year period thereafter, the fees and charges specified in APPENDIX 1-P may be adjusted at the request of Licensor or Licensee after notice made in writing to the other party not later than sixty (60) days before the end of the initial one (1) year period or the end of any subsequent one (1) year period thereafter. If agreement is not reached as to fees and charges within sixty (60) days after notification of the desire of either party to adjust fees and charges, either party may thereafter terminate this Agreement, which termination shall be effective upon six (6) months' written notice to the other party.

(e) Changes or amendments to APPENDIX 1-P shall be affected by the separate execution of APPENDIX 1-P as so modified. The separately executed APPENDIX 1-P shall become a part of and be governed by the terms and conditions of this Agreement.

ARTICLE IV

SPECIFICATIONS

(a) Licensee's cables, equipment and facilities shall be placed and maintained at Licensee's expense in accordance with the requirements and specifications of APPENDIX 2-P attached hereto and made a part hereof. Unless different standards are specified herein, the provisions of the National Electrical Safety Code (6th edition), and any amendments thereto or replacements thereof, shall be applicable.

(b) Changes or amendments to APPENDIX 2-P shall be effected by the separate execution of APPENDIX 2-P as so modified. The separately APPENDIX 2-P shall become a part of and be governed by the terms and conditions of this Agreement.

(c) Failure to comply with this Article or Appendix 2-P to this Agreement shall constitute a default of this Agreement.

ARTICLE V

LEGAL AUTHORITY

(a) Licensee shall submit to Licensor satisfactory evidence of Licensee's lawful authority to place, maintain and operate its facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County and Municipal authorities and from the owners of property to construct, maintain and operate facilities at the locations of poles and anchors of Licensor which it uses. Licensee shall indemnify and reimburse Licensor for all loss and expense which results from claims of governmental bodies, owners of property or others that Licensee has not a sufficient right of authority for placing and maintaining Licensee's facilities on Licensor's poles.

(b) The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(a) Before Licensee shall have a right to attach to any pole or anchor of Licensor, Licensee shall make application for and receive a revocable, nonexclusive license therefor in the form of Exhibit B, hereto attached and made a part hereof.

(b) Any license granted hereunder for attachment to Licensor's poles or anchors shall terminate without further notice to Licensee as to individual poles or anchors covered by the license to which Licensee has not attached within 60 days from the date that Licensor has notified Licensee that such poles or anchors are available for attachment of the operating facilities of Licensee.

ARTICLE VII

POLE REPLACEMENTS AND REARRANGEMENTS

(a) Licensor reserves the right to refuse to grant a license for the attachment to its poles or anchors when Licensor determines, in its judgment, that the communication space on such pole is required for its exclusive use or that the pole or anchor may not reasonably be rearranged or replaced.

(b) In the event Licensor, in its judgment, determines that any pole or anchors of Licensor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2-P, Licensor will indicate on the application (Exhibit B) the changes necessary to provide adequate pole or anchor space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles or anchors, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1-P. Licensee shall also reimburse the owner or owners of other facilities attached to said poles or anchors for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole or anchor replacements or for the rearrangement of facilities on Licensor's poles or anchors by reason of the use of any of the pole or anchor space so acquired by Licensor or other authorized user.

(c) Should **Licensor**, another utility, governmental body or other entity, with whom it then has a joint-use agreement, need for its own service requirements the space occupied by Licensee's attachments on any of **Licensor's** poles or anchors, Licensee will be notified that it shall either surrender its license for that pole or anchor; and, at its own expense, vacate the space by removing its attachments, or it shall authorize **Licensor** to replace the poles or anchors at the expense of Licensee, in the same manner as stated in the preceding Paragraph (b) covering the replacement or rearrangement of poles or anchors when required to accommodate Licensee's attachments, or, if **Licensor** advises Licensee that Licensee's desired attachments can be accommodated on present poles or anchors of **Licensor** by rearranging **Licensor's** facilities thereon, Licensee shall authorize **Licensor** to make such rearrangements. Licensee shall also reimburse the owner or owners of other facilities attached to said poles or anchors for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening or stepping of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2-P.

(d) When multiple applications, including application of Licensee, are received by the **Licensor** with respect to any pole or anchor which must be replaced or rearranged to provide additional space, prior to commencement of the work on that pole or anchor, **Licensor** will endeavor to prorate to the extent that it is practical between Licensee and the other applicants for pole or anchor space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Licensee shall be bound by **Licensor's** determination as to any such proration of costs to Licensee.

(e) Whenever it is necessary for **Licensor** to make pole or anchor replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, **Licensor** will endeavor to perform or have performed such work after issuance of the license to, and acceptance of responsibility for costs by, Licensee in the form of Exhibit B, as soon as is practicable upon consideration of **Licensor's** service requirements.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(a) Licensee shall, at its own expense, make and maintain its pole and anchor attachments in a safe condition and in thorough repair, and in a manner acceptable to **Licensor**, and so as not to conflict with the use of said poles and anchors, or interfere with other facilities thereon or which may from time to time be placed thereon.

Licensee shall, at its own expense, upon five (5) days' notice from **Licensor**, relocate or replace its facilities placed on said poles or anchors, or transfer them to substituted poles or anchors, or **perform** any other work in connection with said facilities that may be required by **Licensor**; provided, however, that in cases of emergency, **Licensor** may arrange to relocate or replace the attachments placed on said poles or anchors by Licensee, transfer them to substituted poles or anchors or perform any other work in connection with said facilities that may be required by **Licensor**; provided, however, that in cases of emergency, **Licensor** may arrange to relocate or replace the attachments placed on said poles or anchors by Licensee, transfer them to substituted poles or anchors or perform any other working connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or anchors or of the facilities thereon or which may be placed thereon, or for the service needs of **Licensor** and Licensee shall reimburse **Licensor** for the expense thereby incurred.

ARTICLE IX

TERMINATION OF LICENSES

(a) Upon notice from **Licensor** to Licensee that the use of any pole or anchor is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole or anchor shall immediately terminate and shall be surrendered and Licensee shall remove its cables, equipment and facilities at once from the affected pole or poles, anchor or anchors at Licensee's expense.

(b) Licensee may at any time remove its facilities from any pole or anchor of **Licensor**, but shall immediately give **Licensor** written notice of such removal and surrender of License in the form of Exhibit C, hereto attached and made a part hereof. If Licensee surrenders its license pursuant to the provisions of this Article, but fails to remove its facilities from **Licensor's** poles or anchors within 30 days thereafter, **Licensor** shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of **Licensor** for damage or injury to Licensee's facilities. In the event that Licensee's cables, equipment and facilities shall be removed from any pole or anchor as provided by this Article, no attachment shall again be made to such pole or anchor unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE X

INSPECTION OF LICENSEE'S INSTALLATIONS

(a) Licensor reserves the right to make periodic inspections of any part of the cable, equipment and facilities of Licensee on its poles or anchors and in the vicinity of such Licensor's poles, anchors, cable, equipment and facilities; and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will not be made more often than once a year and upon notice to Licensee unless, in Licensor's judgement, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1-P. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(b) If any cable, equipment or facilities of Licensee shall be found on a pole or anchor for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (3) require Licensee to remove such cable, equipment or facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (3) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1-P, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use, and if any license in the form of Exhibit B should subsequently be issued, after application therefor, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XI

LIABILITY AND DAMAGES

(a) Licensor reserves to itself, its successors and assigns, the right to maintain its poles and anchors and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of the cables, equipment and facilities of Licensee arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles and anchors.

(b) Licensee shall exercise special precautions to avoid damaging the cables, equipment and facilities of **Licensor** and of others occupying **Licensor's** poles and anchors and Licensee hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to **Licensor** of the occurrence of any such damage and hereby agrees to reimburse the respective **owners** for the expense incurred in making repairs.

(c) Licensee shall indemnify, protect and save harmless **Licensor** from and against any and all claims demands for damages to property and injury to or death of persons, including payments made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's cable, equipment and facilities or by the proximity of the cables, equipment and facilities of the Licensee to those of **Licensor** or its other licensees, or by any act of Licensee on or in the vicinity of **Licensor's** poles and anchors, or Licensee's breach of any part of this Agreement, regardless of whether or not any such damage to property or injury to or death of persons results from Licensee's negligence. Licensee shall also indemnify, protect and save harmless **Licensor** from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with **Licensor's** poles, anchors or otherwise.

(d) Licensee shall carry insurance to protect the parties hereto as named insured from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage described in (c) above. The amounts of such insurance against liability due to damage to property shall be no less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) as to any one accident and \$350,000 aggregate and against liability due to injury to or death or persons no less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) as to any one person and Five Hundred Thousand Dollars (\$500,000.00) as to any one accident. Licensee shall also carry such insurance as will protect it from all claims under any Workmen's Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by **Licensor**. The taking out of such insurance shall not relieve or limit Licensee from its liability to **Licensor** under this Agreement but shall only be added security. Licensee shall submit to **Licensor** certificates by each company insuring Licensee to the effect that it has insured Licensee for all liability of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after thirty (30) days' notice to **Licensor**.

ARTICLE XII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles or anchors covered by this Agreement.

ARTICLE XIII

ASSIGNMENT OF RIGHTS

(a) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. The assignment or transfer by Licensee of such privileges without written consent of Licensor, shall constitute a default of Licensee's obligations and, notwithstanding any other provisions of this Agreement, Licensor may at its option forthwith terminate this Agreement or any license issued hereunder. Where control of Licensee is transferred, whether by sale of stock or otherwise, Licensee shall promptly notify Licensor in writing. Failure of Licensee to give such notice shall be cause for termination of this Agreement, at the option of Licensor, as provided hereinabove in this paragraph.

(b) Subject to the provisions of paragraph (a) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XIV

WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any licenses granted hereunder terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

ARTICLE XV

TERMINATION OF AGREEMENT

(a) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice

from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles or anchors as to which such default or noncompliance shall have occurred.

(b) In addition, the Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder, without notice:

(1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or

(2) If any permit or other authorization which may be required be any governmental authority, or from any property owner, for the operation or maintenance of Licensee's cables, equipment and facilities on Licensor's poles or anchors is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or

(3) If Licensee defaults under ARTICLE IV.

(c) If the insurance carrier shall at any time notify Licensor that the policy or policies of insurance, as provided under ARTICLE XI hereof, will be cancelled or changed so that the requirements of ARTICLE XI will no longer be satisfied, then this Agreement shall cease and terminate upon the effective date of such notification.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with the provisions of ARTICLES IV or XV shall continue in effect for a term of not less than three (3) years. Either party may terminate this Agreement at the end of the said term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the said term; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions for a further term of one (1) year, and for one (1) year periods thereafter, until terminated by either party at the end of any current term by giving to the other party written notice of an intention so to terminate the Agreement at least six (6) months prior to the end of such term. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately remove its cables, equipment and facilities from all poles and anchors of Licensor. If not so removed, Licensor shall have the right to remove Licensee's cable, equipment and facilities at the cost and expense of Licensee and without any liability therefor.

ARTICLE XVII

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

Name Sammons Communications, Inc.
Address P. O. Box 1108
City, State and Zip Code McComb, MS 39648

and to the Licensor as follows:

Operations Manager-Distribution
South Central Bell Telephone Company
Address 233 D'Evereaux Drive
City, State and Zip Code Natchez, MS 39120

ARTICLE XVIII

This Agreement supersedes all previous Agreements, including, but not limited to the one dated December 11, 1970, whether written or oral, between Licensee and Licensor for placement and maintenance of aerial cables, equipment and facilities by Licensee within the area shown by Exhibit A or otherwise described above; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

Exhibit D, entitled "Conflict of Interest", and the applicable provisions in Exhibit E, entitled "Nondiscrimination Compliance Agreement", shall form a part of this contract and any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

Sammons Communications, Inc.
(Name of Licensee)

By Henry C. Ciccone
as President

SOUTH CENTRAL BELL TELEPHONE COMPANY

By Ray B. Thompson
as General Manager-Distribution

Attest:

John H. Wash
Secretary

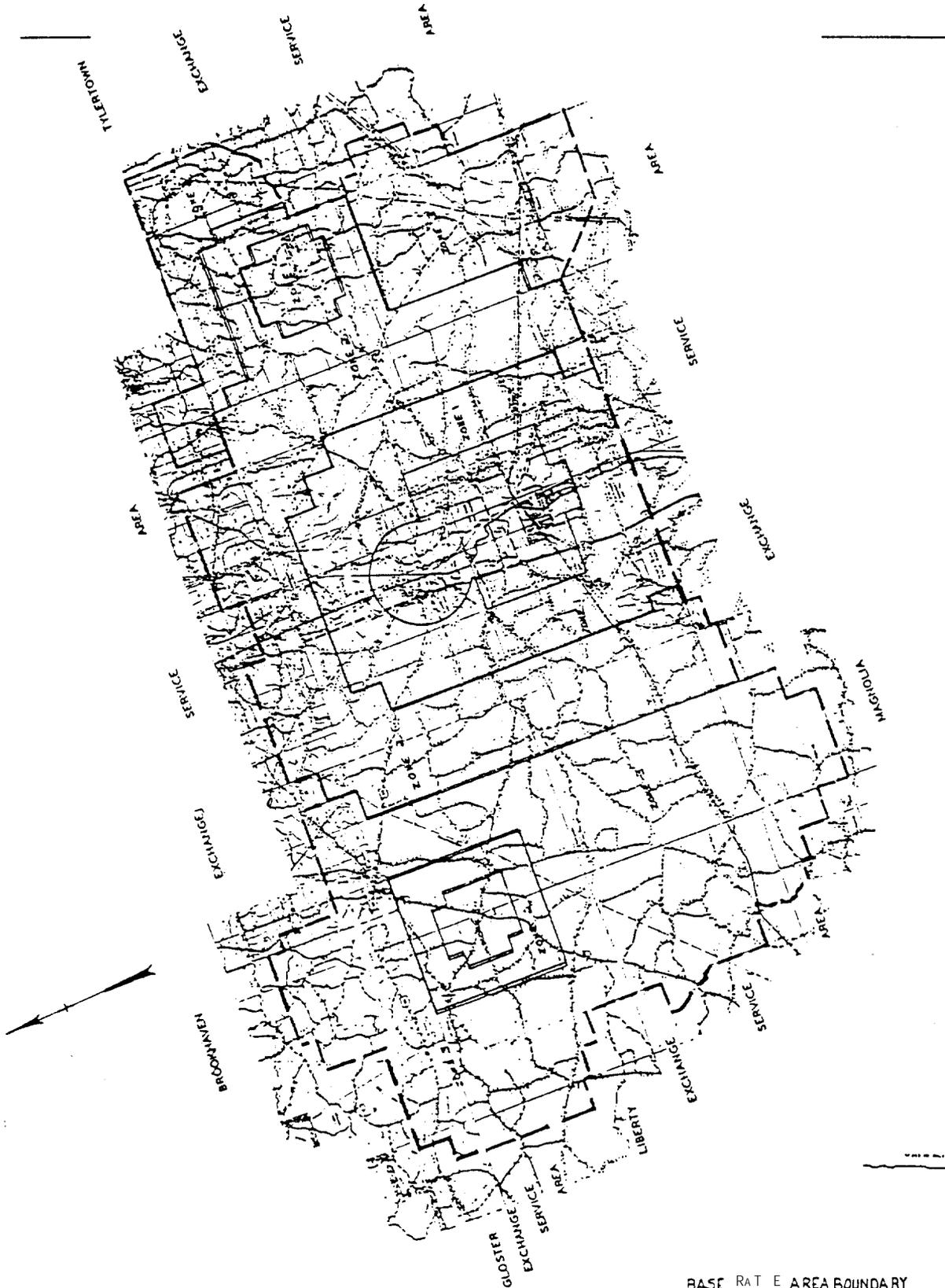
LICENSEE

LICENSOR

SOUTH CENTRAL BELL
TELEPHONE COMPANY

EXCHANGE SERVICE AREA MAP
BASE RATE AREA AND
ZONE RATE AREA MAP

McCOMB, MISS.
THIRTEENTH REVISED SHEET
CANCELLING TWELFTH REVISED SHEET



ISSUED JANUARY 14, 1983

EFFECTIVE FEBRUARY 11, 1983

VICE PRESIDENT - MISSISSIPPI
JACKSON, MISSISSIPPI

APPLICATION FOR POLE LICENSE¹

City and State
Date

District Manager - Outside Plant Engineering
South Central Bell Telephone Company
Street Address _____
City, State and Zip Code _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, application is hereby made for a license to make attachments to the following poles and anchors:

<u>Pole No.</u> ²	<u>Location</u>	<u>Attachment</u> ³
------------------------------	-----------------	--------------------------------

(Name of Licensee)

BY _____
Title _____

¹ Application shall be submitted in duplicate.

² The designation of each pole shall be given by the pole number on the application.

³ A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment.

LICENSE NUMBER _____

A revocable, non-exclusive license is hereby granted **to** make the attachments described in this application, subject to acceptance by Licensee of the obligation to pay the cost of the following replacement of poles or anchors and rearrangement of facilities on poles and anchors required to accommodate the specified attachments.

Description

Estimated Cost \$

SOUTH CENTRAL BELL TELEPHONE COMPANY

By _____
Title _____
Date _____

The above replacements and rearrangements are approved and the cost thereof will be paid to Licensor in accordance with Appendix 1-P to the License Agreement.

(Name of Licensee)

By _____
Title _____
Date _____

⁴ If any additional replacements and rearrangements other than those described herein become involved before delivery of Licensee's approval of such replacements and rearrangements and acceptance of costs to Licensor, the application must be reprocessed to reflect such additional replacements and rearrangements before the license becomes effective.

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE

City and State
Date

District Manager - Outside Plant Engineering
South Central Bell Telephone Company
Street Address _____
City, State and Zip _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the license covering attachments to the following poles and anchors is surrendered (or modified, if indicated):

License No. _____ Dated _____, 19____.

Pole Identification Attachment Removed Modification/Surrendered

(Name of Licensee)

By _____
Title _____

Date Notice Received _____ 'by _____

Total Poles Discontinued _____

Total Anchors Discontinued _____

EXHIBIT D

COXFLICT OF INTEREST

- (1) Licensee stipulates that no person employed by the **Licensor** has been employed, retained, induced or directed to solicit or secure this lease upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever.
- (2) The Licensee agrees that in the event of an allegation of substance (the determination of which will be made solely by the **Licensor**) that Paragraph (1) has been violated, the Licensee shall cooperate fully with the **Licensor** in establishing whether or not the allegation is true.
- (3) The Licensee agrees to be liable for, and agrees to pay to the **Licensor**, any damage resulting to the **Licensor** because of any violation of Paragraph (1). The Licensee understands that any such violation may also subject the Licensee to prosecution under commercial bribery statutes or other laws.

NONDISCRIMINATION COMPLIANCE AGREEMENT

Contractors shall comply with the applicable provisions of the following: Exec. Order No. 11246; Exec. Order No. 11625, Section B of the Small Business Act, as amended; Railroad Revitalization and Regulatory Reform Act of 1976; Exec. Order No. 11701; Exec. Order No. 11758; Exec. Order No. 12138; Section 503 of the Rehabilitation Act of 1973 as amended by PL83-516; Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

For contracts of or which aggregate to \$2,500 or more annually, the following table describes the clauses which are included in the contract:

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders
2. Certification of non-segregated facilities
3. Certification that an affirmative action program has been developed and is being followed
4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being followed
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders
6. Inclusion of the "Minority and Women's Business Subcontracting Program" clause in all contracts and orders
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders

\$2,500 to \$10,000	\$10,000 to \$50,000	\$50,000 or more
8	1,2,5,6,7,8	1,2,3,4,5,6,7,8

*Applies only for businesses with 50 or more employees

1. Equal Employment Opportunity Provisions

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer, Recruitment or Recruitment Advertising, Layoff or Termination, Rates of pay or other forms of compensation, and Selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitment under Section 702 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 704 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Certification of Non-segregated Facilities

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained, and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program

The Contractor affirms that it has developed and is maintaining an affirmative action plan as required by Part 60-2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports

The Contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government and South Central Bell Telephone Company, as a Government contractor, that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business at least 50 percent of which is owned by minority or women group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority or women group members. For the purposes of this definition, minority group members are American Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program

(a) The Contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 5 above) to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the Contractor's minority and women's business enterprises program.
- (2) Provide adequate and timely consideration to the potentialities of known minority and women's business enterprises in all "make-or-buy" decisions.
- (3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises.

(4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause including the establishment of a source list of minority and women's business enterprises, (ii) awards to minority and women's business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.

(5) Include the Utilization of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities.

(6) Cooperate with the Government's Contracting Officer for South Central Bell Telephone Company in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above in such form and manner and at such time (not more often than quarterly) as the Government's Contracting Officer for South Central Bell Telephone Company or South Central Bell Telephone Company may prescribe.

(b) The Contractor further agrees to insert in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this agreement including this paragraph (b) and to notify the Contracting Officer of the names of such subcontractors.

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as it may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of the Handicapped

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations, as it may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

APPENDIX 1-P

SCHEDULE OF FEES AND CHARGES

THIS **APPENDIX 1-P** is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called **Licensors**, and Sammons Communications, Inc., therein called Licensee, dated December 11, 1986 (hereinafter called the Agreement) and contains the fees and charges governing the use of **Licensors**'s poles and anchors to accommodate the cable, equipment and facilities of Licensee in **McComb**, Mississippi. The effective date of this Appendix 1-P is December 11, 1986.

ATTACHMENTS

1. ATTACHMENT FEE: \$2.85 per pole per annum.

(a) Computation

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

(b) Payment Date

Attachment fees shall be due and payable semi-annually, in advance, on the 1st day of January for the first half of the calendar year beginning on that date, and on the 1st day of July for the last half of the calendar year. Failure to pay such fees within 30 days after presentment of the bill **therefor** or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

(c) Termination of License

No refund of any attachment fee will be paid on account of any termination or surrender of a license granted hereunder.

2. OTHER CHARGES

(a) Computation

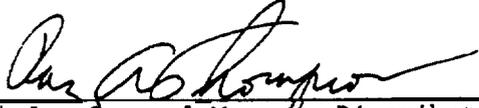
- (1) All charges for inspections, engineering, rearrangements, removals of Licensee's facilities from **Licensor's** poles or anchors, and any other work performed for Licensee shall be based upon the full cost and expense to **Licensor** for performing such work. The cost to **Licensor** shall be determined in accordance with the regular and customary methods used by **Licensor** in determining such costs.
- (2) The charge for replacement of poles and anchors shall include the entire nonbetterment cost to **Licensor**, including the increased cost of larger poles, the cost of transferring **Licensor's** facilities from the old to the new poles, cost of removal of replaced poles and anchors, less any salvage and depreciation credits.

(b) Payment Date

All bills for such other charges shall be payable upon presentment to Licensee, and failure to pay said bill within 30 days after presentment to Licensee shall constitute a default of this Agreement.

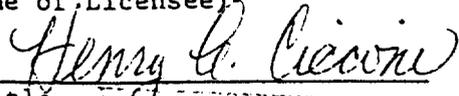
LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

By 
 Title General Manager-Distribution
 Date 3-7-86

LICENSEE

Sammons Communications, Inc.
 (Name of Licensee)

By 
 Title General Manager
 Date 3-7-86

Attest:


 Secretary

#50

22

August 6, 1970 (g-11-70)

LICENSE AGREEMENT
FOR
POLE ATTACHMENTS

THIS AGREEMENT made this 27th day of June, 1986, between SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in the City of Birmingham, Alabama, hereinafter called **Licenser**, and Sammons Communications, Inc. hereinafter called Licensee.

WITNESSETH:

WHEREAS, licensee now proposes to furnish certain communications services in Adams County and [redacted] as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Licensee will need to place and maintain aerial cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of **Licenser**; and

WHEREAS, **Licenser** is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on **Licenser's** poles where reasonable available and where such use will not interfere with **Licenser's** service requirements, or the use of **Licenser's** facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

Licenser's "poles" mean poles owned by **Licenser**.

"Anchor" means an anchor owned by **Licenser** which is a device to reinforce the pole to which it is attached by a guy wire.

The term "joint-use arrangement" shall be construed to mean an arrangement whereby each party to an agreement owns poles and have agreed that the other party has the right to attach to and occupy space upon the poles owned by it.